

State of South Carolina,
County of Greenville.

This Agreement made and entered into this 18th, day of September 1922, by and between T.F. Hunt of the one part and A.M. Musser and L.V. Starkey, of the other part,

W-I-T-N-E-S-S-E-T-H:

That for and in consideration of the terms, conditions and money paid and to be paid, the said T.F. Hunt has bargained, and sold, and will convey as is hereinafter stated to the said Musser and Starkey all of that tract of land situate in the County and State aforesaid containing Eighty-four and twenty one-hundredths acres, more or less, as per plat of R.E. Dalton, Sept. 1922 and described as follows: Beginning at a point in the center of Paris Mountain Road at the Harris Land and runs thence N. 28-35 E. along the center of said road 200 feet; thence along the center of said road N. 35.20 E. 100 ft.; thence along the center of said road N. 43.50 E. 100 feet; thence along the center of said road N. 48.10 E. 700 ft.; thence along the center of said road N. 48.23 E. 400 ft.; thence along the center of said road N. 53.17 E. 151 ft.; thence N. 87.30 E. 118.5 feet thence S. 82.10 E. along the center of said road 269 ft. at the intersection of said road and Beverly Road; thence S. 31.40 E. 121.2 ft.; thence S. 56.20 E. along said Beverly Road 100 ft.; thence along the same road S. 62.20 E. 457 ft.; thence along said road S. 32.25 E. 222 ft.; thence S. 25.45 E. 56 ft.; thence along said road S. 30.40 E. 600 ft.; thence S. 49 E. along said road 100 ft.; thence along said road S. 21.30 E. 366 ft.; thence along said road S. 89.05 E. 126 ft.; thence along said road S. 78.25 E. 137 ft.; thence N. 82 E. 200 ft. to pipe and stone; thence S. 40 W. 1030 ft. to pipe in stone; thence S. 63.10 W. 1113 ft. to pipe in stone; thence N. 3.35 E. 1846 ft. to pipe in stone; thence S. 79.25 W. 352 ft. to pile of stone; thence S. 72.25 W. 1443 ft. to stone; thence N. 2.35 E. 338 ft. to the center of Paris Mountain Road, the beginning corner.

The purchase price for said land is as follows:

15 Acres including the one house \$200.00 per acre.

69.20 acres at \$150.00 per acre.

Aggregating \$13,350.00

Of such purchase price the said Musser and Starkey pay \$1000.00 cash upon the signing and sealing these presents. They are to pay not less than \$1000.00 January 1st, 1924, and not less than \$1000.00 January 1st, 1925 and not less than \$1000.00 January 1st, 1926. The remainder of said purchase price shall be paid in installments of not less than \$2000.00 January 1st, 1927, and not less than a like sum January 1st, of each and every consecutive year thereafter, until the whole of the purchase price shall have been paid. All of the unpaid purchase price above stated shall draw interest from January 1st, 1923, at the rate of eight per cent. per annum, payable annually, and if not so paid to draw interest at the same rate as the principal until paid.

It is agreed by and between the parties hereto that the said Musser and Starkey may anticipate any of the payments herein provided, and may be privileged to pay at their option any greater sum than the respective payments herein provided.

It is further agreed by and between the parties hereto that when the said Musser and Starkey have paid all due interest and as such as \$3000.00 of the purchase price above stated and shall have complied with all of the other terms and conditions herein, the said Hunt will execute and deliver to them his deed and thereby convey to them, free from encumbrance, the above described -

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land provided they do at the same time execute and deliver to him their note and secure the same by a first mortgage or purchase money mortgage on said land, said note and mortgage to be in the sum equal to the remainder of the purchase price aforesaid, then remaining unpaid, said remainder to be payable as hereinbefore stated and to draw interest as hereinbefore provided until paid.

The said Musser and Starkey do further agree to plant not less than 35 acres of said land in Potch Trees in 1922.

It is further agreed that so much of said land as can be without injury or obstruction to the harvest of the crop growing thereon the year 1922, may be given into the possession of the said Musser and Starkey for the purpose of setting the same in trees as aforesaid or for other improvements; provided, however, that actual possession of the whole of said land shall not be given or had, except as in the paragraph above provided, until the 1st day of January, 1923. The said Hunt will pay all taxes and assessments against said property for the year 1922 and thereafter the said Musser and Starkey will pay the same.

It is further agreed that time is of the essence of this contract; that upon failure of the said Musser and Starkey to pay any interest or payment within sixty days after the time it is due according to the terms of this contract the said Hunt may at his option declare the whole of the purchase price due and payable, or may re-enter and take possession of said land, remove all persons therefrom and apply so much of the payments that shall have been up to said time paid, as shall be reasonable and proper, for rent, use and occupation of said premises.

In witness whereof, the parties hereto do in duplicate set their hands and seals this the day and year first above mentioned.

Signed, sealed and delivered

T.F. Hunt, (Seal)

in the presence of:

A.M. Musser, (Seal)

Arthur S. Agnew,

L.V. Starkey, (Seal)

B.A. Morgan,

State of South Carolina,

County of Greenville.

Personally appeared before me Arthur S. Agnew and made oath that he saw the named T.F. Hunt, A.M. Musser & L.V. Starkey sign, seal and as their act and deed deliver the within written deed, and that he with B.A. Morgan witnessed the execution thereof.

Sworn to before me this 18, day of Sept. 1922.

B.A. Morgan (Seal)

Arthur S. Agnew

N.P. for S.C. (Not. Pub. S.C.)

Recorded September 18th, 1922.

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